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**CONTRACT**

**between**

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES**

**and**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1082**

**(Non-Supervisory Unit)**

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**JULY 1, 1994 through JUNE 30, 1997**

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# **PREAMBLE**

This Agreement is entered into by the MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1082 (hereinafter referred to as the "Union").

## **ARTICLE I - UNION RECOGNITION**

- A. The Board agrees to recognize the Communications Workers of America, AFL-CIO, CLC and its Local 1082, as the sole and exclusive bargaining representative of employees in the following job titles:

Account Clerk  
Account Clerk (Typing)  
Building Maintenance Worker  
Building Service Worker  
Child Support Specialist  
Child Support Specialist, Bilingual Spanish/English  
Child Support Worker  
Child Support Worker, Bilingual  
Clerk  
Clerk-Bookkeeper  
Clerk-Stenographer  
Clerk-Transcriber  
Clerk-Typist  
Clerk-Typist, Bilingual Spanish/English  
Data Entry Machine Operator  
Employment Specialist  
Health Aide  
Home Service Aide  
Income Maintenance Aide  
Income Maintenance Specialist  
Income Maintenance Specialist, Bilingual Spanish/English  
Income Maintenance Technician  
Income Maintenance Technician, Bilingual Spanish/English  
Income Maintenance Worker  
Income Maintenance Worker, Bilingual Spanish/English  
Interpreter, Bilingual  
Investigator, CWA  
Messenger  
Office Appliance Operator  
Personnel Aide  
Principal Account Clerk  
Principal Account Clerk-Typing  
Principal Clerk  
Principal Clerk-Bookkeeper  
Principal Clerk-Stenographer  
Principal Clerk-Typist  
Principal Data Entry Machine Operator  
Principal Home Service Aide  
Principal Office Appliance Operator  
Receptionist (Typing)

Receptionist and Interpreter/Spanish  
Rent and Housing Coordinator, Welfare  
Secretarial Assistant - Typing  
Senior Account Clerk  
Senior Account Clerk - Typing  
Senior Building Maintenance Worker  
Senior Building Service Worker  
Senior Clerk  
Senior Clerk-Bookkeeper  
Senior Clerk-Stenographer  
Senior Clerk-Transcriber  
Senior Clerk-Typist  
Senior Data Entry Machine Operator  
Senior Home Service Aide  
Senior Key Punch Machine Operator  
Senior Office Appliance Operator  
Senior Receptionist  
Senior Rent and Housing Coordinator  
Senior Stock Clerk  
Senior Telephone Operator  
Senior Terminal Operator  
Social Service Aide  
Social Service Technician  
Social Worker  
Social Worker, Bilingual Spanish/English  
Social Work Specialist  
Stock Clerk  
Telephone Operator  
Telephone Operator/Receptionist  
Terminal Operator  
Training Technician

**B. The following titles shall be excluded from the above bargaining unit:**

Accountant  
Administrative Analyst, Welfare  
Administrative Secretary, CWA  
Administrative Supervisor of Income Maintenance  
Administrative Supervisor of Social Work  
Assistant Administrative Supervisor of Income Maintenance  
Assistant Administrative Supervisor of Social Work  
Assistant Chief Investigator, CWA  
Assistant Payroll Supervisor  
Assistant Training Supervisor  
Building Service Supervisor  
Chief of Administrative Services  
Chief Clerk  
Chief Investigator, CWA

Child Support Coordinator  
Child Support Supervisor  
Consultant on Aging  
Coordinator of Volunteers  
Data Processing Coordinator  
Deputy Director, Welfare  
Director of Welfare  
Field Office Supervisor  
Fiscal Officer  
Guard, Public Property  
Homemaker Service Supervisor, CWA  
Homemaker Service Supervisor/Senior Community Planner  
Income Maintenance Supervisor  
Management Specialist  
Payroll Supervisor  
Personnel Officer  
Principal Clerk-Stenographer to the Personnel Officer  
Program Coordinator, Family Day Care  
Public Information Officer  
Security Guard  
Secretarial Assistant to the Director/Deputy Director  
Senior Accountant  
Senior Investigator, CWA  
Senior Investigator, Internal Security  
Senior Personnel Technician  
Senior Security Guard  
Senior Training Technician  
Social Work Supervisor  
Supervising Administrative Analyst  
Supervising Clerk  
Supervising Clerk-Bookkeeper  
Supervising Receptionist  
Supervising Telephone Operator  
Supervising Terminal Operator  
Supervisor of Accounts  
Supervisor of Data Entry Machine Operators  
Supervisor of Property and Resources  
Training Supervisor, CWA

- C. Any new title authorized for use by the Board will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employment Relations Act.



- D. Workers receiving out-of-title pay to perform duties of a position excluded from the bargaining unit shall continue to be represented by the Union and entitled to all due benefits thereof. Workers temporarily or provisionally assigned to a title excluded from the bargaining unit, reported on a DPF-66 Form to the State Department of Personnel, shall not continue to be represented by the Union. The Union will be notified of these workers excluded from their bargaining unit under this Article at the time of appointment.

## **ARTICLE II - CONTRACT PERIOD**

- A. This Agreement shall be effective from July 1, 1994 through June 30, 1997.
- B. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

### **ARTICLE III - HOURS OF WORK**

- A. 1. All full-time employees, except Building Maintenance staff, covered by this Contract shall adhere to a flex-time schedule as delineated below. Each schedule includes a 45 minute lunch and one (1) 15 minute break during each half-day of work. The flex-time schedules are:
  - 8:00 A.M. - 3:45 P.M.
  - 8:30 A.M. - 4:15 P.M.
- 2. Supervisors will assure unit coverage from 8:30 A.M. to 4:15 P.M. with the following exceptions:
  - a. Supervisors in DCU Screening and Data Entry units will assure coverage until 4:45 P.M.
  - b. Supervisor of the Receptionists and Telephone Operators will assure front desk coverage from 8:00 A.M. to 4:30 P.M., switchboard coverage from 8:30 A.M. to 4:15 P.M.
- B. 1. Building Maintenance staff will work from 1:00 P.M. to 8:30 P.M., with 30 minutes for dinner and one (1) 15 minute break during each half-day of work. Building Maintenance staff may combine one (1) break with dinner, with the Supervisor's approval.

2. The part-time Building Service Worker in Perth Amboy will work from 8:00 A.M. to 12:00 Noon.
- C. A joint Management/Union Committee comprised of three (3) Management representatives and three (3) Union representatives shall work together to mutually resolve any problems and explore alternative flex-time programs.
- D. The Board reserves the right to change individual flex-time schedules in order to cover the following special circumstances: for attendance at training seminars and conferences. In such situations the Board will notify the employee as much in advance as possible. Upon completion of the seminar/conference, the employee shall return to his/her regular flex schedule.
- E. All employees shall punch in and out on the time clocks using the same standards, practices and procedures, although the mechanical devices may differ.
- F. Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of four (4) hours of compensation, portal-to-portal, at a rate of pay of time and one-half. The four (4) hours must be non-contiguous with either the start or finish of the work day.

#### **ARTICLE IV - HOLIDAYS AND LEAVES**

A. Each employee covered by this Agreement shall be allowed four (4) days per annum for personal reasons, including religious observances. Personal days must be pro-rated for employees in the first year of service according to time earned, i.e., employee earns one-half (1/2) day every one and one-half (1 1/2) months, with a maximum of four (4) personal days per calendar year. These days are not to be deducted from vacation days or sick days allowed to all employees. These days, if unused, shall not be carried over into the following calendar year.

B. 1. Full time employees will be granted vacation leave as follows:

One (1) working day for each month of service, or major fraction thereof, during the remainder of the calendar year following date of appointment;

After one (1) year of service through five (5) years of service, twelve (12) working days per year;

After five (5) years of service through nine (9) years of service, fifteen (15) working days per year;

After nine (9) years of service through twelve (12) years of service, sixteen (16) working days per year;

After twelve (12) years of service through fifteen (15) years of service, twenty (20) working days per year;

After fifteen (15) years of service through twenty (20) years of service, twenty-one (21) working days per year;

After twenty (20) years of service, twenty-five (25) working days per year.

a. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Board of Social Services or other county office of the same county, provided there is no

break in service of more than one (1) week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

2. Part-time employees will earn vacation leave on a pro-rated basis in accordance with B.1.
3. Seasonal employees will be granted pro-rated vacation leave on the basis stated in B.1.
4. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.
5. Accumulation of Vacation - Where, in any calendar year, the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and may be carried over into the next succeeding calendar year only.
6. Vacation for Veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided that latter can be taken during the year of return.

7. **Deceased Employees** - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in Section 5 above, based on the last approved compensation rate for the deceased employee.

- C. 1. Sick leave shall be accrued at the rate of one (1) day per month or major fraction thereof during the remainder of the first calendar year of employment and one and one-quarter (1 1/4) days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the following definition:

- a. Sick leave means the absence of an employee from duty because of:
- i. illness, injury, pregnancy disability or exposure to contagious disease;
  - ii. necessary attendance upon a member of the immediate family who is seriously ill;
  - iii. the death of any person in the employee's immediate family.
- b. Immediate family means employee's spouse, child, legal ward, grandchild, foster child, mother, father, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, step-parent, or step-child of the employee. It also includes persons living in a spousal relationship, or other relatives of the employee residing in the employee's household.

2. A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days.
  3. When the Board has reasonable suspicion of sick leave abuse or of an employee's capability of returning to work following illness, and the Board requires medical verification, the Board will pay doctors' fees which exceed the amount covered by the employee's insurance, and will provide transportation if the employee is at work.
- D. All employees who retire from P.E.R.S. after January 1, 1977 shall be entitled to receive a lump sum payment for unused accumulated sick leave earned during continuous, unbroken service since the most recent date of hire. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective day of retirement, provided that such payment shall not exceed \$15,000. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.
- E. Leaves of absence with or without pay may be granted according to State Department of Personnel rules and further clarified by agency procedure and shall not be unreasonably withheld.



- F. The Board shall grant up to six (6) months unpaid parental leave on the birth of a child, or serious illness of a child, (with documentation on a case-by-case basis), and up to six (6) months unpaid parental leave prior to the adoption of a child under six (6) years of age.
- G. Every employee covered by this Agreement shall receive up to five (5) days bereavement leave in the event of the death of that employee's spouse, child, parent, brother, sister, step-child in home or step-parent in home, or person living in a spousal relationship; up to three (3) days bereavement leave for the employee's grandparent, grandchild, step-parent not in the home, and step-child not in the home; up to two (2) days bereavement leave for the employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or relative who resides in the home of the employee. The "in-laws" set forth in this paragraph shall not include those of marriages terminated by divorce or annulment. The time during which this bereavement leave will be allowed shall be at the discretion of the employee within ten (10) days of the date of death.
- H. It is the policy of the Board that, with respect to employees on vacation, sick leave or authorized leaves of absence of more than five (5) continuous days duration, work assignments will be made with due consideration for such absence and will be distributed as equitably as possible.

- I. 1. The following holidays will be observed:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

2. Whenever any above holiday falls on a Sunday, the following day is granted.  
Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, may be granted for employees.
3. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

- J. The Board agrees to provide employees with quarterly statements indicating the balance of their unused sick, vacation and personal days.

- K. Each use of benefit time shall be for a minimum of 30 minutes. Any benefit time taken in excess of 30 minutes is to be used in 15 minute intervals.
  
- L. All employees with at least 15 years of continuous service with the Board shall be entitled to take a sabbatical leave without pay for up to 2 weeks (10 work days) per year. Such leave shall be requested in advance by the employee in accordance with Agency leave of absence procedures, will be subject to Board approval, and shall not be less than 1 week (5 work days) in duration.

## **ARTICLE V - MEDICAL INSURANCE**

- A. 1. The Board and the Union agree on the current practice by which each individual employee is covered by health insurance through the New Jersey State Health Benefits Program, which includes the options of the Traditional Plan, the Preferred Provider Organization, or the health maintenance organizations available through the New Jersey State Health Benefits Program, if geographically appropriate as determined by the employee's residence.
2. Employees' eligible dependents who are enrolled in the above health insurance program will be covered, and the premiums will be paid by the Board up to the cost of such coverage under the Traditional Plan option of the New Jersey State Health Benefits Plan.
- B. The Board and the Union agree on the current practice by which each employee is covered by dental insurance through the Middlesex County Employees Group Dental Insurance Program, or a similar plan of equal benefit. The plan includes two options, one administered by International Health Services, Healthplex, and the other by Delta Dental. The schedule of payments shall be that which is adopted by the Middlesex County Board of Chosen Freeholders for the above mentioned contract period. Dependent coverage premiums will be shared by the Board and the employees. The per-pay premium deductions are as follows:

<u>Coverage</u>	<u>Healthplex</u>		<u>Delta Dental</u>	
	<u>1994</u>	<u>1995</u>	<u>1994</u>	<u>1995</u>
Single	\$ .69	\$ .87	\$ 0.00	\$ 0.00
Modified Family	\$4.12	\$ 4.24	\$ 4.63	\$ 4.63
Family	\$5.64	\$11.08	\$15.87	\$15.87

1994 rate effective 7/1/94

1995 rate effective 6/1/95

In the event there is any proposed change in this plan by the County of Middlesex before the expiration of this Agreement, the parties agree to immediately reopen negotiations regarding same.

- C. The Board and the Union agree on current practice by which each individual employee and eligible dependents are covered by a drug prescription program, administered by National Prescription Administrators, or a similar plan. The co-payment for the prescription benefit is \$3.00 for non-generic drugs and \$0. for generic drugs.
  
- D. The Board and the Union agree on current practice by which employees who retire and who have completed 25 years of service credit in the Public Employees Retirement System will have hospitalization insurance paid by the Board upon such retirement according to County policy.

- E. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two (2) months of continuous service with the Board. Each covered employee shall be eligible to receive a maximum of \$100 per two-year period as reimbursement for vision care services. The eligible family member's group, composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$80 per two-year period as reimbursement for vision care services. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.**
- F. The Board agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program, effective January 1, 1981, in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and employee.**
- G. The Board and the Union agree to mutually solicit sufficient brochures of all insurance benefits for all employees.**
- H. The Board and the Union agree on current practice by which employees and appropriate family members are covered by an employee assistance program, known as Priority One, or a similar plan of equal benefit.**
- I. 1. The Board will extend to a maximum period of ninety (90) days all medical insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the Board paying the cost.**

2. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may still prepay all medical coverage premiums for the next 270 days of the approved leave of absence following the period of ninety (90) days paid for by the Board, as provided in the paragraph above.

## **ARTICLE VI - COMPENSATION**

- A. When there are major additions to the workload which have to be done within time limits, Administration will not expect to have this accomplished within the normal work hours. Therefore, it shall be accomplished on overtime. Overtime will be offered to qualified employees according to seniority and rotated in order to equalize.
- B. Overtime compensation, at the rate of time and one-half, shall be paid by the Board to all employees who work in excess of 35 hours per week. The overtime rate for all hours worked on Sundays and holidays will be double time. Overtime compensation must be authorized by the Director, Deputy Director, or his/her designee.
- C. If an employee works outside of his/her classification at the request of the Administration for one (1) or more days per week, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. All out-of-title work affecting members of this unit shall require prior approval at the level of Administrative Supervisor or above.
- D. Employees who work during periods of reduced staff (skeletal crew) shall earn compensatory time at the rate of time and one-half for all such hours worked. This shall be in addition to their regular pay.



## **ARTICLE VII - HIRING, PROMOTION, LAYOFF & REHIRE**

- A. All entry-level vacancies resulting from terminations or promotions and all promotional level vacancies must be posted for a minimum of five (5) working days, provided there is no State Department of Personnel certification list which must be disposed of within two (2) or less weeks of the date when the position becomes vacant.
- B. Unless demoted, laid off, or disciplined, persons presently employed by the Board who have permanent status in any title shall not receive a reduction in pay.

  - 1. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect permanent employees, said employees will be given notice of layoff at least fifty (50) calendar days and, if feasible, sixty (60) calendar days, prior to the reduction in force.
  - 2. The Board agrees to discuss any issue regarding layoffs within two weeks of receipt of such request from the Union, with the understanding that management is not relinquishing any management rights concerning layoffs.
- C. The Personnel Department will notify the Union immediately upon the Personnel Department's receipt of information concerning resignations and terminations and, additionally will either post a notice of all transfers on Agency bulletin boards or, if not posted, will immediately notify the Union of same.

- D. In all cases where vacancies occur on unfilled budget lines in any department, and there is a need to fill the position(s), the Director shall immediately request of the proper authorities that an examination be held for the purpose of filling the vacancy.
- E. Seniority shall be the determining factor in all promotions within the Agency if all other qualifications as outlined in Agency policy are substantially equal. All promotions are subject to rules and regulations of the State Department of Personnel.
- F. If a vacancy occurs which allows the Board to appoint a provisional employee, the Board agrees that former employees will be given priority for rehire, providing there has been satisfactory performance before layoff and the employee continues to meet Agency employment standards and/or requirements. Those persons laid off will be notified of a potential job opening prior to any general advertising. There is a twelve (12) month limit to this preferential consideration. It is the former employee's obligation to notify the Board of any change of address.
- G. In the event Management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect provisional employees, the following procedures will be observed.
1. The Union shall be notified of the layoff as far in advance as possible.
  2. Affected employees shall be given a generalized notice of layoff at least thirty (30) calendar days and, if feasible, sixty (60) calendar days, prior to the reduction in force.

3. Employees serving in the same job classification within a work unit affected who, in the judgment of Management, are on formal corrective action or suspension for disciplinary reasons at the time of layoff, or are lacking with respect to having achieved necessary and/or expected certifications, degrees, or like qualifications, or are lacking the abilities and/or skills necessary to perform current or future work assignments, shall, at the option of Management, be laid off first. Due consideration shall be given to the concept of affirmative action.
4. Where, in the judgment of Management, the elements set forth in Paragraph 3 above do not distinguish employees affected by the reduction in force, such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority.
  - a. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority approved prior to layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the

same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leave of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper applications of this Article shall not suffer any loss of seniority accrued.

5. Nothing herein shall convey any bumping rights to employees covered by this Article. Failure to comply with any element of this Article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.
6. The appointing authority shall create and maintain recall lists by title composed of those employees who were laid off. The list shall continue in existence for twelve (12) months following the date of layoff. Employees who are fully qualified and possess the credentials determined necessary for the position, whose performance has been satisfactory and who are capable of performing the assigned work shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to paragraph 3 of this Article. However, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

7. **Procedure:** The appointing authority shall simultaneously notify by regular mail and certified mail at least three (3) eligible employees of a vacancy in their particular title, and a copy of such notice shall be forwarded to the Union. The most senior employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within two (2) weeks of the receipt of the notice. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of his/her current address and phone number. The employee must report to work within a reasonably prompt period of time, which in no case shall exceed twenty (20) calendar days. Failure to report within the timeframe set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.
- a. Employees who are recalled retain original date of hire as seniority date for seniority purposes only, not benefit time. This would affect promotion, transfer, parking, but not accumulation of benefit time.

## **ARTICLE VIII - FACILITIES AND EQUIPMENT**

- A. The Board agrees to make every reasonable effort to provide employees covered by this Agreement with the supplies, equipment and telephone services adequate to perform their duties and responsibilities, including manuals and field books.
- B. The Board agrees to have on the premises a fully-stocked first aid kit from which supplies may be dispensed by a member of the bargaining unit upon notice to, and with the approval of, the Director or Deputy Director. The Union shall be entitled to review the contents of this first aid kit at any reasonable time.
- C. The Board agrees to provide first aid emergency training to two (2) employees chosen by the Union, per office, per annum.
- D. The Board agrees to make every reasonable effort to provide an employees' lounge in each office.
- E. The Board agrees to make glare screens available for all computer monitors.

**ARTICLE IX - CHILD CARE**

- A. The Board agrees to abide by County policy regarding child care for employees of the Board.

## **ARTICLE X - PERSONNEL PRACTICES**

- A. Each employee covered by this Agreement shall receive a description of the benefits provided under the Retirement System in the form of a booklet published by the State of New Jersey, as available. An annual training session on retirement benefits and changes to same shall be offered to all employees, with the understanding that attendance is voluntary.**
- B. Each employee shall have the right to see his/her personnel file once per year upon request to the Director or his/her designee. Employees shall have the right to see their personnel file at other times pertinent to grievances. A representative of the Union may, with the employee's written authorization, accompany said employee while he/she reviews his/her file.**

  - 1. The employee shall have the right to see and respond to any document in his/her personnel file. Such response shall be directed to the Director of the Board and shall be included in the respondent's personnel file.**
  - 2. Each employee shall have the right to see and respond to any and all documents before they are placed in his/her personnel file, said documents to be initialed by the employee. Should the employee object to any documents, he/she shall have the right to the presence of a Union representative.**
  - 3. The employee shall have a right to one (1) copy of each document in his/her personnel file. Two (2) days advance notice must be given to request copies.**



Allowance will be made for emergent situations. Employees requesting a second copy of any document in his/her personnel file will be charged ten (\$.10) cents per page for each copy made.

- C. Every employee shall receive a stub with his paycheck itemizing all deductions and year-to-date totals.
- D. Inclement Weather Policy. If the Governor declares State offices, State-wide, to be closed and/or the County declares County offices closed, the Board will be closed.
- E. Effective with the implementation of this Agreement, the Board will provide thirty (30) copies of the Personnel Manual to the Union, as well as one (1) to each unit. Health Benefits Pamphlets will be provided to all employees.
- F. The Board agrees to provide the Union an updated seniority list of all employees covered by this Agreement once in each calendar year.
- G. The Board shall notify the Union President or designee, in writing, no later than close of business the following workday when:
  - 1. A Summary Report for Disciplinary Action is submitted;
  - 2. An annual increment is denied;
  - 3. A formal corrective action is presented;
  - 4. A worker is sent home for the day;
  - 5. An administrative-level disciplinary hearing is to be conducted;

6. An employee is discharged or suspended.

H. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline.

## **ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT**

- A. Each employee covered by this contract shall be reimbursed for minor emergency repairs on County vehicles paid for by the employee, as well as any resulting reasonable and necessary transportation costs incurred by the employee in getting either to the office or home, whichever is appropriate.
- B. Employees who are authorized to use their own cars will be compensated at the rate of \$.25 per mile.
- C. Each employee who is required to utilize his/her automobile on Board business shall receive, in addition to the above-mentioned expenses, an allowance of \$20.00 per month toward the cost of his/her automobile insurance when such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by said employee.
- D. All employees covered by this Agreement shall be eligible for parking benefits on the basis of seniority. The Board shall provide space, within budgetary and allocation limitations, in County authorized parking facilities.

## **ARTICLE XII - GRIEVANCES**

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.
3. This constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

### **B. Definitions**

1. The term "grievance" shall mean an allegation that there has been:
  - a. A violation, misinterpretation or misapplication of the terms of this Agreement;
  - b. An inequitable, improper, unjust application or misinterpretation of rules

or regulations, existing policy or orders applicable to the Board of Social Services.

2. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

C. Presentation of a Grievance

The Board agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder.

D. Grievance Procedure

Step 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the appropriate Department Head. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

## **Step 2**

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the Director or Deputy Director within ten (10) working days of the written response from Step 1. The Director or Deputy Director shall hold a hearing within fifteen (15) working days of the request for the hearing and render a decision within ten (10) working days.

## **Step 3**

If the grievance is not settled through Step 2, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the Director or Deputy Director within ten (10) working days of the written response from Step 2. Within thirty (30) calendar days of receipt of the notice from the grievant, a hearing shall be held before a committee chosen by the Board, consisting of three (3) members of the Board. The committee shall render a written decision on the grievance within ten (10) working days of the close of the hearing.

## **Step 4**

- a. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30)

working days of receipt of a decision from Step 3.

- b. (1) Any unresolved grievance may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after receipt of the Step 3 decision.
- (2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Should the Union wish to move a grievance to arbitration, the Union shall notify the American Arbitration Association or the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Board and Union. Selection of an arbitrator shall conform to the procedures of the American Arbitration Association or the Public Employment Relations Commission, respectively. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- d. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the

State Department of Personnel. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.
- f. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- h. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority.



The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- i. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth, except that arbitration, if selected, shall be advisory, except as may be permitted by law.
  - j. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- E. There shall be no loss of pay for employees for time spent either as a grievant, witness, a Union representative, Union Recorder, or Union observer in any step of the grievance procedure. An individual Union observer is limited to observing all three (3) steps of a grievance one (1) time only, and no more than six (6) observers may be used in any year.
- F. Employee grievances shall be presented on prepared forms. The grievance procedure, as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- G. Grievance resolutions or decisions at Step 1 through Step 4 shall not constitute a

precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

- H. One (1) Union member, designated by the Union, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.

### **ARTICLE XIII - UNION RIGHTS**

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours pay per month based on a 40-hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. The Board will supply to each employee, upon request, a statement of the amount of Union dues paid during the preceding year.
- B. The Board further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to eighty-five (85%) percent of the Union dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.
- C. Deduction of Union dues and representation fees made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001, by the tenth (10th) day of the month following the calendar month in which deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

- D. The Board agrees to provide payroll deductions for the CWA Savings and Retirement Trust, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Board, effective on or about January 1, 1981. Subsequent cancellation of such deduction by the employee must be reflected on a written form provided by the Union to the Board.**
- E. 1. The Union shall have a permanent spot on the public agenda of the regularly scheduled meetings of the Board, at which time a Union representative may address the Board as to any issue relating to Board operations.**
- 2. The Union shall be permitted to have one (1) member attend the public session of the monthly Board meetings. Said member shall incur no loss of pay for time so spent.**
- 3. Union representatives (not to exceed three [3] individuals) shall have the right to speak at public sessions of the Board. A request for an allocation of time on the agenda will be processed in advance and consistent with the procedures of the Board. The Union will be permitted to speak on an issue raised by the Board but not on the agenda. The Union may raise an issue of an emergent nature, provided it occurs subsequent to the time allowed for submission for placement on the agenda. In such an event, the Union shall be permitted to identify the issue, which the Board shall receive as introduced and either accept as current business or consider for future action.**
- F. The Board agrees to grant twenty-four (24) months leave of absence without pay in**

each calendar year to be taken by no more than two (2) persons, not from the same department at any one (1) time, in segments of no less than three (3) months. The Union must notify the Board in writing thirty (30) days in advance of the time that the leave is to be effective. Any employee granted this leave is required to pay the entire cost of continuing their employee benefits while on said leave without pay.

- G. Union members, to be designated by the Union, shall be granted forty (40) days per calendar year with full pay to attend any Union conference or convention which must be attended by a Union member during working hours. The Union shall request, in writing, these days at least one (1) week in advance of the conference or convention. In emergent situations, the Board shall consider exceptions to requesting these days one (1) week in advance. A maximum of six (6) unused days may be carried into the succeeding calendar year only.
- H. Union Stewards and officers will be granted an aggregate of seventy-five (75) unpaid days per calendar year to attend to Union business. The Union shall submit written request for these days at least one (1) week in advance. In emergent situations, the Board shall consider exceptions to the one (1) week advance request for use of this time. A maximum of seven (7) unused days may be carried into the succeeding calendar year only.
- I. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any of the above deductions.

- J. The total Union time contained in Article XIII of either the Supervisory or Non-Supervisory Agreements shall be shared between the Supervisory and Non-Supervisory units and shall be allocated at the Union's discretion.

#### **ARTICLE XIV - FAIR PRACTICES**

- A. The Union agrees to continue to admit employees covered by this Contract to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligations, sexual preference, political or religious opinions or affiliations or physical handicaps.
- B. The Board agrees to continue its policy of not discriminating against any employee covered by this Contract on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligations, sexual preference, political or religious opinions or affiliations, or physical handicaps or participation in Union activities.
- C. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.

## **ARTICLE XV - EDUCATION AND TRAINING**

- A. The purpose of public assistance staff development is to enable the Middlesex County Board of Social Services to achieve its operating goals effectively and efficiently. The quality and extent of service the Board is able to provide is dependent on the competence and skill of the staff charged with delivering these services. Therefore, increasing the competence of staff in order to assure the highest quality of public assistance programs is a continuing objective.**
- B. To fulfill the above objective, the Board is committed to:**
- 1. Maintaining staff development and training personnel.**
  - 2. Educational Leave Committee, which shall contain at least one member of the Union, who shall be selected by the Union.**
  - 3. Components including initial in-service training, programmatic in-service training, management and supervisory training, career/professional development, and academic, degree-oriented and other long-term educational programs.**
  - 4. All training conferences pertaining specifically to the Board shall be posted on bulletin boards, and notices will be sent to unit supervisors by the Training Department.**



5. The Board will attempt to secure information on as many in-service training courses and/or seminars by March 1st of each calendar year. As many as are known by March 1st will be published by March 15th in a booklet form for all employees to review. Additional courses/seminars will be posted as they become known and distributed in a reasonable manner.
6. Expenses incurred by employees who attend special conferences and seminars approved by the Board shall be paid in accordance with the Agency Personnel Manual. Travel costs and necessary fees, as approved, will be paid for attendance at approved conferences. For any approved conferences wherein a payment for meals is reimbursable, the payment shall be up to a maximum of: Breakfast - \$5.00; Lunch - \$6.50; Dinner - \$13.50.
7. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved Welfare Conferences. For Welfare Conference attendance, the Agency Personnel Manual and past practice shall prevail.
8. In July of each year, the Board will conduct a written survey of all employees in an attempt to determine training needs and interests of the staff.

## **ARTICLE XVI - JURY PAY**

- A. When an employee covered by this contract serves as a juror, said employee shall receive full pay less jury pay. When an employee is notified to serve as a juror, he/she should present the official notice to his/her supervisor as soon as possible, but no later than fourteen (14) days in advance of the scheduled date to appear in court. If the employee fails to notify the Board as indicated, the employee could only be entitled to jury pay.

## **ARTICLE XVII - LONGEVITY**

A. Longevity pay will be granted by the Board in accordance with the County Plan, as promulgated by the Board of Chosen Freeholders of Middlesex County, which is as follows:

1. All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$30,000.00) as of December 31st of the previous year, starting with the completion of the eighth (8th) year of service, i.e.:

9 through 15 years of service	2%
16 through 20 years of service	5%
21 years and over	7%

B. If the Board of Chosen Freeholders makes a change in its Longevity Plan which would allow for any increase or upgrade of the plan herein specified, the Board of Social Services agrees to implement said change as of its effective date.

## **ARTICLE XVIII - SALARIES**

- A. Employees covered by this Agreement shall be compensated in accordance with the following:
1. Effective July 1, 1994, and retroactive to that date, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1993 to the Compensation Schedule effective July 1, 1994 found in Appendix A of this Agreement, which reflects approximately a 3% increase over the Compensation Schedule effective July 1, 1993.
  2. Effective July 1, 1995, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1994 to the Compensation Schedule effective July 1, 1995 found in Appendix A of this Agreement, which reflects approximately a 2.5% increase over the Compensation Schedule effective July 1, 1994; employees on Step 12 of the Schedule for at least 12 months shall receive on their anniversary date an additional increase of approximately 1.5% of their base salary, as set forth in Appendix A; employees on Step 12 for more than 12 months as of July 1, 1995 shall receive the additional increase on July 1, 1995.
  3. Effective July 1, 1996, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1995 to the Compensation Schedule effective July 1, 1996 found in Appendix A of this Agreement, which reflects approximately a 2.5% increase over the Compensation Schedule effective July 1, 1995; employees on Step 12 of the Schedule for at least 12 months shall receive on their anniversary date an additional increase of approximately 1.5% of their base salary; employees on

Step 12 for at least 2 years shall receive on their next anniversary date an additional increase of approximately 1.3% of their base salary, for a total of 2.8% of their base salary; employees on Step 12 for more than 24 months as of July 1, 1996 shall receive the additional increase of 1.3% on July 1, 1996.

- B. All employees serving in positions covered by this Agreement classified by the State Department of Personnel with a bilingual Spanish/English variant shall receive a \$500 annual salary differential, which will be paid in bi-weekly installments, in addition to their base salaries.
- C. Employees not at the maximum of their salary range shall be entitled to a merit increment on the anniversary date, provided they have satisfactorily completed at least one year of continuous service.
  - 1. Employees shall be entitled to a merit increment on a quarterly basis as follows:
    - a. Employees hired on January 3 through April 1 shall receive an increment on April 1st of the following year.
    - b. Employees hired on April 2 through July 1 will receive an increment on July 1st of the following year.

- c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.
  - d. Employees hired on October 2 through December 31 will receive an increment on January 1st of the second year following date of hire.
  - e. Those hired on January 1 and January 2 will receive their increment on January 1st of the following year.
- 2. Anniversary dates, once established by the date of hire, will not change as a result of promotion. Anniversary dates which changed as a result of promotion prior to the effective date of this Agreement will remain as previously changed.
- D. The Board agrees to provide uniforms to employees in the titles Home Service Aide; Senior Home Service Aide; Building Maintenance Worker; Building Service Worker; Senior Building Maintenance Worker; and Senior Building Service Worker, in a manner and method to be determined by the Board.
- E. Hiring rates for all titles covered by this Agreement shall be at Step 1 of the appropriate salary range, with the exception of the following titles, whose hiring rates will be as indicated below:
  - Building Maintenance Worker - Step 3, Range 8
  - Building Service Worker - Step 3, Range 8
  - Clerk - Step 3, Range 7

- F. 1. All employees in the titles Income Maintenance Technician and Income Maintenance Technician, Bilingual, hired prior to January 1, 1994, shall be provisionally promoted to the position of Income Maintenance Worker or Income Maintenance Worker, Bilingual, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Income Maintenance Technician or Income Maintenance Technician, Bilingual.
2. All employees in the titles Building Maintenance Worker and Building Service Worker, hired prior to January 1, 1994, shall be provisionally promoted to the position of Senior Building Maintenance Worker or Senior Building Service Worker, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Building Maintenance Worker or Building Service Worker.
3. All employees in the titles Clerk and Clerk, Bilingual Spanish/English, hired prior to January 1, 1994, shall be provisionally promoted to the positions of Senior Clerk or Senior Clerk, Bilingual Spanish/English, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Clerk or Clerk, Bilingual Spanish/English.
- G. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one (1) increment of the present salary range (5% of the base of the range ) plus the

amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

- H. Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one (1) increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.
- I. If any person previously employed by the Board is rehired by the Board, returning to the same or related position, the Board shall give special salary consideration to this person.
- J. All employees in the title Income Maintenance Aide who are employed on a seasonal basis to administer the Home Energy Assistance Program shall advance one step on the Compensation Schedule after they have satisfactorily completed 12 months of cumulative service.



**ARTICLE XIX - EFFECTIVE LAWS**

- A. All provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only that particular provision which shall be deemed of no force or effect, but it shall not affect the remaining provisions of this Agreement.

## **ARTICLE XX - MANAGEMENT RIGHTS**

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.**
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.**
- C. All such rights, powers, authority, and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.**
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.**
- E. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her professional services without just cause. In non-disciplinary situations, no employee shall be deprived of a professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.**

## **ARTICLE XXI - HEALTH AND SAFETY COMMITTEE**

- A. The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of eight (8) persons. Of the eight, four (4) shall be selected by the Union to represent the employees, and four (4) shall be selected by the Board to represent the Board. The Committee's responsibilities will include monitoring temperature levels within the physical plant, recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, investigating complaints relating to health and safety matters and documenting same, and recommending corrective measures. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary.**
- B. 1. The Board agrees to provide a healthful and safe working environment.**
- 2. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Board to assure compliance. When a health and safety violation occurs that involves corrective action by the landlord, the Board will notify the landlord of the problem within one working day of its occurrence. The Union will receive a copy of the notification. When the landlord responds, the Union will be notified within 24 hours with a description of the proposed corrective action and when the action will be taken.**
- C. The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event the Board, in its sole**

discretion, shall deem it hazardous or unhealthful for employees to occupy all or any portion of premises maintained by the Board, the Board in such instance shall not require employees to continue to work in such hazardous or unhealthful areas until the Board, in its sole discretion, deems the condition corrected or abated. The Board agrees to act in a reasonable and prudent manner in carrying out the intent of this paragraph.

- D. Employees will not be expected to operate Board vehicles in an unsafe condition. Any such condition shall be reported immediately to the employee's immediate supervisor for appropriate action. This shall not be construed as relieving the employee of his/her obligation to report to work in a timely fashion.
  
- E. The Board shall arrange for a testing of air quality in all offices occupied by the Board, once per contract period, by the Middlesex County Department of Health, and shall provide the Union with copies of the results of such tests. A Union member of the Health and Safety Committee may accompany the persons making such tests. Should the Union desire additional testing, same shall be permitted at the sole expense of the Union upon reasonable notice to Management, provided that such testing shall not interfere with the orderly conduct of the Board's business. Additionally, Management will provide the Union with a list of the products used for cleaning, exterminating and for the reproductive equipment.

- F. The Union has the right to bring up a matter of health and safety at the Board meeting, and if same is brought before the Board, the Board will consider the issue and respond within five (5) working days. If no settlement is reached, the matter may be moved to arbitration only by the Union in accordance with the grievance procedure.**

## **ARTICLE XXII - RESPONSIBLE RELATIONS**

- A. The Board and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect.
- B. To insure that this relationship continues and improves, the Board and the Union and the respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.
- C. Both parties shall bring to the attention of all employees in the unit, including new employees, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

### **ARTICLE XXIII - FULLY BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, which were the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only and executed by both parties.

**ARTICLE XXIV - EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this 9<sup>th</sup> day of March, 1995.

**COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1082**

Jim Dennis / MC

Marshall Kule

[Signature]

Roberta Hirschman

John T. Darby

Lorraine Haddigan

Miriam J. Feldman

Dan Lee

**MIDDLESEX COUNTY BOARD OF  
SOCIAL SERVICES**

Linda Y. Coleman

Dolores E. Nolan

Angela M. Mackaronis

[Signature]

Harrell Benedict



**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES - SCHEDULE of CWA SALARIES - EFFECTIVE JULY 1 1994**

RANGE	STEP	1	2	3	4	5	6	7	8	9	10	11	12
1		11,918	12,493	13,070	13,645	14,218	14,793	15,369	15,943	16,519	17,093	17,669	18,264
2		12,493	13,097	13,700	14,306	14,909	15,513	16,115	16,721	17,325	17,926	18,533	19,157
3		13,097	13,731	14,363	15,000	15,633	16,267	16,901	17,535	18,170	18,802	19,438	20,092
4		13,731	14,396	15,063	15,728	16,393	17,059	17,725	18,391	19,055	19,720	20,390	21,075
5		14,396	15,086	15,795	16,493	17,192	17,892	18,589	19,290	19,989	20,689	21,387	22,106
6		15,086	15,831	16,563	17,298	18,032	18,767	19,499	20,234	20,969	21,701	22,435	23,190
7		15,831	16,601	17,371	18,142	18,913	19,684	20,454	21,225	21,996	22,766	23,537	24,328
8		16,601	17,410	18,219	19,027	19,837	20,647	21,456	22,264	23,073	23,883	24,691	25,522
9		17,410	18,259	19,110	19,959	20,808	21,658	22,507	23,356	24,207	25,056	25,906	26,776
10		18,259	19,153	20,042	20,935	21,827	22,720	23,613	24,505	25,396	26,289	27,182	28,092
11		19,153	20,087	21,025	21,962	22,897	23,834	24,773	25,709	26,643	27,581	28,519	29,477
12		20,087	21,071	22,056	23,040	24,021	25,006	25,990	26,972	27,955	28,938	29,925	30,929
13		20,654	21,687	22,720	23,753	24,785	25,817	26,850	27,883	28,915	29,948	30,981	32,014
13A		21,071	22,104	23,137	24,170	25,202	26,235	27,267	28,300	29,332	30,365	31,399	32,452
14		21,687	22,770	23,856	24,939	26,023	27,110	28,194	29,278	30,362	31,445	32,530	33,615
14A		22,125	23,211	24,295	25,379	26,460	27,546	28,632	29,716	30,800	31,883	32,967	34,073
15		22,770	23,910	25,049	26,186	27,326	28,462	29,603	30,740	31,879	33,018	34,158	35,294
16		23,910	25,105	26,300	27,496	28,691	29,886	31,082	32,278	33,474	34,669	35,865	37,059
17		25,105	26,361	27,615	28,870	30,126	31,382	32,637	33,891	35,148	36,401	37,658	38,912
18		26,361	27,678	28,997	30,314	31,633	32,950	34,268	35,587	36,904	38,223	39,541	40,858
19		27,678	29,061	30,447	31,830	33,213	34,599	35,983	37,365	38,751	40,134	41,517	42,902
19A		28,369	29,788	31,209	32,626	34,045	35,465	36,882	38,298	39,719	41,136	42,554	43,975
20		29,061	30,516	31,968	33,424	34,875	36,327	37,780	39,234	40,688	42,140	43,594	45,046
21		30,516	32,041	33,567	35,092	36,618	38,144	39,670	41,196	42,722	44,248	45,774	47,300
22		32,041	33,644	35,246	36,848	38,450	40,052	41,653	43,257	44,860	46,461	48,064	49,662
23		33,644	35,326	37,009	38,690	40,371	42,054	43,737	45,419	47,102	48,783	50,464	52,147

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**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES – SCHEDULE OF CWA SALARIES – EFFECTIVE JULY 1 1995**

RANGE	STEP	1	2	3	4	5	6	7	8	9	10	11	12	12 A
1		12,216	12,805	13,397	13,986	14,573	15,163	15,753	16,342	16,932	17,520	18,111	18,721	19,002
2		12,805	13,424	14,043	14,664	15,282	15,901	16,518	17,139	17,758	18,374	18,996	19,636	19,931
3		13,424	14,074	14,722	15,375	16,024	16,674	17,324	17,973	18,624	19,272	19,924	20,594	20,903
4		14,074	14,756	15,440	16,121	16,803	17,485	18,168	18,851	19,531	20,213	20,900	21,602	21,926
5		14,756	15,473	16,190	16,905	17,622	18,339	19,054	19,772	20,489	21,206	21,922	22,659	22,999
6		15,473	16,227	16,977	17,730	18,483	19,236	19,986	20,740	21,493	22,244	22,996	23,770	24,127
7		16,227	17,016	17,805	18,596	19,386	20,176	20,965	21,756	22,546	23,335	24,125	24,936	25,310
8		17,016	17,845	18,674	19,503	20,333	21,163	21,992	22,821	23,650	24,480	25,308	26,160	26,552
9		17,845	18,715	19,588	20,458	21,328	22,199	23,070	23,940	24,812	25,682	26,554	27,445	27,857
10		18,715	19,632	20,543	21,458	22,373	23,288	24,203	25,118	26,031	26,946	27,862	28,794	29,226
11		19,632	20,589	21,551	22,511	23,469	24,430	25,392	26,352	27,309	28,271	29,232	30,214	30,667
12		20,589	21,598	22,607	23,616	24,622	25,631	26,640	27,646	28,654	29,661	30,673	31,702	32,178
13		21,170	22,229	23,288	24,347	25,405	26,462	27,521	28,580	29,638	30,697	31,756	32,814	33,306
13A		21,598	22,657	23,715	24,774	25,832	26,891	27,948	29,008	30,065	31,124	32,184	33,263	33,762
14		22,229	23,339	24,452	25,562	26,674	27,788	28,899	30,010	31,121	32,231	33,343	34,455	34,972
14A		22,678	23,791	24,902	26,013	27,122	28,235	29,348	30,459	31,570	32,680	33,791	34,925	35,449
15		23,339	24,508	25,676	26,841	28,009	29,174	30,343	31,508	32,676	33,843	35,012	36,176	36,719
16		24,508	25,733	26,958	28,183	29,408	30,633	31,859	33,085	34,311	35,536	36,762	37,985	38,555
17		25,733	27,020	28,305	29,592	30,879	32,167	33,453	34,738	36,027	37,311	38,599	39,885	40,483
18		27,020	28,370	29,722	31,072	32,424	33,774	35,125	36,477	37,827	39,179	40,530	41,879	42,507
19		28,370	29,788	31,208	32,626	34,043	35,464	36,883	38,299	39,720	41,137	42,555	43,975	44,635
19A		29,078	30,533	31,989	33,442	34,896	36,352	37,804	39,255	40,712	42,164	43,618	45,074	45,750
20		29,788	31,279	32,767	34,260	35,747	37,235	38,725	40,215	41,705	43,194	44,684	46,172	46,865
21		31,279	32,842	34,406	35,969	37,533	39,098	40,662	42,226	43,790	45,354	46,918	48,483	49,210
22		32,842	34,485	36,127	37,769	39,411	41,053	42,694	44,338	45,982	47,623	49,266	50,904	51,668
23		34,485	36,209	37,934	39,657	41,380	43,105	44,830	46,554	48,280	50,003	51,726	53,451	54,253



**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES – SCHEDULE OF CWA SALARIES – EFFECTIVE JULY 1 1996**

RANGE	STEP	1	2	3	4	5	6	7	8	9	10	11	12	12 A	12 B
1		12,521	13,125	13,732	14,336	14,937	15,542	16,147	16,751	17,355	17,958	18,564	19,189	19,477	19,730
2		13,125	13,760	14,394	15,031	15,664	16,299	16,931	17,567	18,202	18,833	19,471	20,127	20,429	20,695
3		13,760	14,426	15,090	15,759	16,425	17,091	17,757	18,422	19,090	19,754	20,422	21,109	21,426	21,705
4		14,426	15,125	15,826	16,524	17,223	17,922	18,622	19,322	20,019	20,718	21,423	22,142	22,474	22,766
5		15,125	15,860	16,595	17,328	18,063	18,797	19,530	20,266	21,001	21,736	22,470	23,225	23,573	23,879
6		15,860	16,633	17,401	18,173	18,945	19,717	20,486	21,259	22,030	22,800	23,571	24,364	24,729	25,050
7		16,633	17,441	18,250	19,061	19,871	20,680	21,489	22,300	23,110	23,918	24,728	25,559	25,942	26,279
8		17,441	18,291	19,141	19,991	20,841	21,692	22,542	23,392	24,241	25,092	25,941	26,814	27,216	27,570
9		18,291	19,183	20,078	20,969	21,861	22,754	23,647	24,539	25,432	26,324	27,218	28,131	28,553	28,924
10		19,183	20,123	21,057	21,994	22,932	23,870	24,808	25,746	26,682	27,620	28,559	29,514	29,957	30,346
11		20,123	21,104	22,090	23,074	24,056	25,041	26,027	27,011	27,992	28,978	29,963	30,969	31,434	31,843
12		21,104	22,138	23,172	24,206	25,238	26,272	27,306	28,337	29,370	30,403	31,440	32,495	32,982	33,411
13		21,699	22,785	23,870	24,956	26,040	27,124	28,209	29,295	30,379	31,464	32,550	33,634	34,139	34,583
13 A		22,138	23,223	24,308	25,393	26,478	27,563	28,648	29,733	30,817	31,902	32,989	34,095	34,606	35,056
14		22,785	23,922	25,063	26,201	27,341	28,483	29,621	30,760	31,899	33,037	34,177	35,316	35,846	36,312
14 A		23,245	24,386	25,525	26,663	27,800	28,941	30,082	31,220	32,359	33,497	34,636	35,798	36,335	36,807
15		23,922	25,121	26,317	27,512	28,709	29,903	31,102	32,297	33,493	34,689	35,887	37,080	37,636	38,125
16		25,121	26,376	27,632	28,888	30,143	31,399	32,655	33,912	35,169	36,424	37,681	38,935	39,519	40,033
17		26,376	27,696	29,013	30,332	31,651	32,971	34,289	35,606	36,928	38,244	39,564	40,882	41,495	42,034
18		27,696	29,079	30,465	31,849	33,235	34,618	36,003	37,389	38,773	40,158	41,543	42,926	43,570	44,136
19		29,079	30,533	31,988	33,442	34,894	36,351	37,805	39,256	40,713	42,165	43,619	45,074	45,750	46,345
19 A		29,805	31,296	32,789	34,278	35,768	37,261	38,749	40,236	41,730	43,218	44,708	46,201	46,894	47,504
20		30,533	32,061	33,586	35,117	36,641	38,166	39,693	41,220	42,748	44,274	45,801	47,326	48,036	48,660
21		32,061	33,663	35,266	36,868	38,471	40,075	41,679	43,282	44,885	46,488	48,091	49,695	50,440	51,096
22		33,663	35,347	37,030	38,713	40,396	42,079	43,761	45,446	47,132	48,814	50,498	52,177	52,960	53,648
23		35,347	37,114	38,882	40,648	42,415	44,183	45,951	47,718	49,487	51,253	53,019	54,787	55,609	56,332



## APPENDIX A

### MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES CLASSIFICATION AND COMPENSATION SCHEDULE FOR CWA LOCAL 1082 CONTRACT EFFECTIVE 7/1/94

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<u>Title</u>	<u>Salary Range</u>
Account Clerk	09
Account Clerk (Typing)	09
Building Maintenance Worker	08
Building Service Worker	08
Child Support Specialist	19A
Child Support Specialist, Bilingual Spanish/English	19A
Child Support Worker	16
Child Support Worker, Bilingual Spanish/English	16
Clerk	07
Clerk, Bilingual Spanish/English	07
Clerk Bookkeeper	09
Clerk Bookkeeper, Typing	09
Clerk Stenographer	10
Clerk Stenographer, Bilingual Spanish/English	10
Clerk Transcriber	10
Clerk Typist	09
Clerk Typist, Bilingual Spanish/English	09
Clerk Typist and Interpreter, Bilingual Spanish/English	10
Data Entry Machine Operator (Variants)	11
Employment Specialist	19A
Health Aide	11
Health Aide, Bilingual Spanish/English	11
Home Service Aide	10
Home Service Aide, Bilingual Spanish/English	10
Income Maintenance Aide	09
Income Maintenance Aide, Bilingual Spanish/English	09
Income Maintenance Specialist	19A
Income Maintenance Specialist, Bilingual Spanish/English	19A
Income Maintenance Technician	14
Income Maintenance Technician, Bilingual Spanish/English	14
Income Maintenance Worker	16
Income Maintenance Worker, Bilingual Spanish/English	16
Interpreter, Bilingual Spanish/English	08
Investigator, County Welfare Agency	19A
Investigator, County Welfare Agency, Bilingual Spanish/English	19A
Messenger	10
Messenger, Bilingual Spanish/English	10
Office Appliance Operator	09

**APPENDIX A  
CLASSIFICATION AND COMPENSATION SCHEDULE  
CWA LOCAL 1082 CONTRACT  
EFFECTIVE 7/1/94**

**PAGE 2**

<b><u>Title</u></b>	<b><u>Salary Range</u></b>
Personnel Aide	14A
Principal Account Clerk	14A
Principal Account Clerk, Typing	14A
Principal Clerk	13A
Principal Clerk-Bookkeeper	14A
Principal Clerk-Stenographer	15
Principal Clerk-Transcriber	14A
Principal Clerk-Typist	14A
Principal Data Entry Machine Operator	15
Principal Home Service Aide	13A
Principal Home Service Aide, Bilingual Spanish/English	13A
Principal Office Appliance Operator	13A
Receptionist	09
Receptionist (Typing)	09
Receptionist & Interpreter, Bilingual Spanish/English	09
Rent and Housing Coordinator, Welfare	19A
Rent and Housing Coordinator, Welfare, Bilingual Spanish/English	19A
Secretarial Assistant, Typing	17
Senior Account Clerk	11
Senior Account Clerk Typing	11
Senior Building Maintenance Worker	11
Senior Building Service Worker	11
Senior Clerk	11
Senior Clerk, Bilingual Spanish/English	11
Senior Clerk-Bookkeeper	11
Senior Clerk-Stenographer	11
Senior Clerk-Stenographer, Bilingual Spanish/English	11
Senior Clerk Transcriber	11
Senior Clerk Typist	11
Senior Clerk Typist, Bilingual Spanish/English	11
Senior Data Entry Machine Operator (Variants)	11
Senior Home Service Aide	11
Senior Home Service Aide, Bilingual Spanish/English	11
Senior Office Appliance Operator	11
Senior Receptionist (Variants)	11
Senior Rent and Housing Coordinator, Welfare	21
Senior Stock Clerk	12
Senior Telephone Operator	11
Senior Telephone Operator, Bilingual Spanish/English	11
Social Service Aide	10
Social Service Aide, Bilingual Spanish/English	10
Social Service Technician	13A



**APPENDIX A  
CLASSIFICATION AND COMPENSATION SCHEDULE  
CWA LOCAL 1082  
EFFECTIVE 7/1/94**

**PAGE 3**

<b><u>Title</u></b>	<b><u>Salary Range</u></b>
Social Service Technician, Bilingual Spanish/English	13A
Social Worker	19A
Social Worker, Bilingual Spanish/English	19A
Social Work Specialist	21
Social Work Specialist, Bilingual Spanish/English	21
Stock Clerk	09
Telephone Operator	10
Telephone Operator, Bilingual Spanish/English	10
Telephone Operator Receptionist	10
Training Technician	19A



## **APPENDIX B**

### **HEALTH AND SAFETY**

Notwithstanding the provisions of Article XXI of both the Supervisory and Non-Supervisory Contracts, there shall be only one (1) Health and Safety Committee. The Union shall have the right to appoint up to four (4) members of the Committee. These members may come from either the Supervisory or Non-Supervisory unit, or both. In no instance shall the aggregate exceed four (4) members.



APPENDIX C

HOW LANE ENTRANCE

SIDEBAR AGREEMENT  
BETWEEN THE MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
AND CWA, LOCAL 1082, NON-SUPERVISORY UNIT

The parties agree that for the contract years 1994 through 1997, the Board will endeavor to seek to minimize the safety concerns regarding the How Lane entrance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this 31<sup>st</sup> day of March 1995.

COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1082



Marshall Rubin

Murray J. Hill

Don Dennis

Shirley H. Harrison  
Dennis

MIDDLESEX COUNTY BOARD OF  
SOCIAL SERVICES

Angela Wickham

John J. O'Neil

Kevin Benedict

Dolores E. Nolan

Martin J. Gorman

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APPENDIX D

INFORMAL MEETINGS

SIDEBAR AGREEMENT  
BETWEEN THE MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
AND CWA, LOCAL 1082, NON-SUPERVISORY UNIT

The parties agree to initiate informal monthly meetings of no more than two representatives each for the contract years 1994 through 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the respective representatives on this 31<sup>st</sup> day of March, 1995.

COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1082

[Signature]  
Marshall Kuhl  
Maurice J. Feld  
Jim Denny

Laraine Masterson  
Don Lee

MIDDLESEX COUNTY BOARD OF  
SOCIAL SERVICES

Angela Mackay  
[Signature]  
Spencer Benedict  
Dolores E. Nolan  
[Signature]





**ADDENDUM TO THE CONTRACT BETWEEN  
MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES AND  
CWA LOCAL # 1082  
MEDICAL BENEFITS**

A. 1. The Board and the Union hereby agree that the <sup>Board</sup>~~County~~ may withdraw from the New Jersey State Health Benefits Program, SHBP, and provide health benefits through a self-insured program which shall be known as the Middlesex County Joint Insurance Fund, MCJIF, with benefit levels for participants and their dependents equal to or greater than those currently enjoyed in the SHBP, this includes the indemnity (traditional plan), PPO, and the various HMO options currently available all of which shall continue to be available to all current employees. Employees hired on or after July 1, 1995 who select an HMO option shall be restricted to those three HMO's with the largest County employee enrollment.

a. No reduction of benefits or increase in premiums shall result solely from this switch into the MCJIF for the employees, retirees, or their eligible dependents for the duration of this agreement.

b. The Database and percentile Cut-off point used to establish Usual and Customary Fee Rates shall be equal to or greater than those used by the SHBP.

c. Employees and their eligible dependents who are enrolled in the health plan will continue to be covered, and their premiums will be paid by the Board for the duration of this agreement.

d. The Board will continue the current practice by which employees who retire and who have completed twenty-five (25) years of service credit in a State administered Retirement



System in the State of New Jersey, or who retire on a disability pension, and their eligible dependents are provided continued medical insurance benefits in any of the plans with the premiums paid for by the Board.

e. The Board agrees to provide coverage under the self-insurance drug prescription program for all retired employees and their dependents who are eligible for continuation of medical benefits. Co-pays shall be the same as are paid by active employees.

f. If the Third Party Administrator should fail to pay any properly filed claim for any covered service within four weeks after it received said claim, then the Board shall pay such claim within thirty days (30) after the Board receives written notice from the employee or his/her representative of the outstanding claim accompanied by supporting documentation.

g. The Board further agrees that the alternate for its member on the Fund Commissioners Board shall be a Union Representative selected by the Union with all rights and privileges as are afforded all such Alternates.

h. This agreement shall be addended to the contract currently in place and shall supersede the current language with reference to the SHBP, subject to ratification of the parties. This agreement shall become effective immediately after it is ratified by all parties. The union representatives agree to seek ratification of this agreement no later than April 10, 1995.

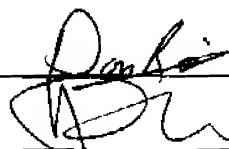
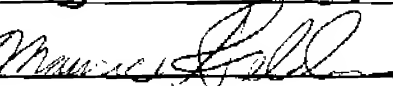
In the event the Board's ability and right to provide health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan is legally challenged in P.E.R.C. or a Court of competent jurisdiction, then the Board will litigate at its own expense its right and ability to continue providing health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan.





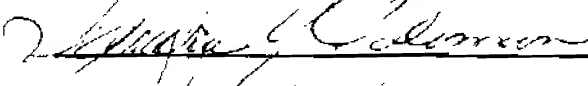
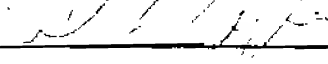
In the event it is subsequently determined by a court of complete jurisdiction that the Board is prohibited from providing the aforesaid benefits, then the parties shall immediately enter into negotiations on the medical benefits provision only of the collective bargaining agreement. If the parties are unable to amicably agree upon an alternate medical benefits provision to the collective bargaining agreement, the Board will agree to reapply for membership in the SHBP and will agree to enter the SHBP upon obtaining the necessary approvals.

This agreement shall remain in full force and effect through December 31st 1997.

**UNION:**

  
  
Maurice Gold  
M. Edell P.L.  
Peter R. McIntyre  
John T. Farley  
Lorraine Masterson  
Jim Dennis Jr.

**BOARD:**

  
  
Harold P. Benedict  
  
Virginia Coleman  
  
[unclear]

